

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

Index # E2022-1474

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FIJI FUNDING,**Index No.:****Date Filed:**

PLAINTIFF,

SUMMONS

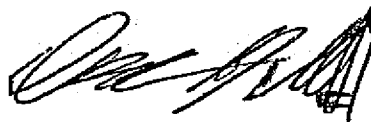
-AGAINST-

Plaintiff's Place of Business:
101 Chase Avenue, Suite 208
Lakewood, NJ 07055STREAMLINE SYSTEM DESIGNS INC
and BRIAN THOMAS ARMSTRONG,The basis of the venue is pursuant
to the contract entered into
between the parties. Plaintiff
designates Sullivan County as the
place of trial.

DEFENDANT(S),

-----X
TO THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the complaint is not served with the summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after completion of service where service is not personally delivered to you within the State of New York); and, in case of your failure to Appear or Answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Suffern, New York
August 4, 2022

Isaac H. Greenfield, Esq.
Law Offices of Isaac H. Greenfield, PLLC
Attorney for Plaintiff
2 Executive Blvd., Ste. 305
Suffern, NY 10901
Phone: (718) 564-6268
Fax: (516) 387-1117

Defendants to be served:STREAMLINE SYSTEM DESIGNS INC
4514 Runway Dr, Lancaster, CA 93536BRIAN THOMAS ARMSTRONG
21200 Pegasus St, Tehachapi, CA 93561
43375 Brandon Thomas Way, Lancaster, CA 93536

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

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FIJI FUNDING,

Index # E2022-1474

INDEX NO.:

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PLAINTIFF,

-AGAINST-

VERIFIED COMPLAINT

STREAMLINE SYSTEM DESIGNS INC
and BRIAN THOMAS ARMSTRONG,

DEFENDANT(S).
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Plaintiff, FIJI FUNDING, by its attorney, Isaac H. Greenfield, Esq, complaining of the defendant(s), respectfully alleges:

1. Plaintiff, FIJI FUNDING, is an entity organized under the laws of the United States of America. Plaintiff is an entity authorized to do business in the State of New York.
2. Upon information and belief, at all relevant times Company Defendant STREAMLINE SYSTEM DESIGNS INC (hereinafter "Company Defendant") was and is a company organized and existing under the laws of California.
3. Upon information and belief, at all relevant times, Defendant Guarantor BRIAN THOMAS ARMSTRONG (hereinafter "Defendant Guarantor") was and is an individual residing in the State of California. "Defendants" shall include Company Defendant and Defendant Guarantor.

VENUE

4. Venue is proper in this breach of contract claim, pursuant to the subject contract which contains a clause specifying that New York is the exclusive jurisdiction for all disputes arising under the contract.

THE FACTS

5. On or about May 27, 2021, Plaintiff and Company Defendant entered into a Standard Merchant Cash Advance Agreement (hereinafter the "Agreement") whereby Plaintiff agreed to purchase all rights of Company Defendant's future receivables having an agreed upon value of \$97,500.00. The purchase price for said receivables was \$65,000.00.
6. In addition, Defendant Guarantor personally guaranteed any and all amounts owed to Plaintiff from Company Defendant, upon a breach in performance by Company Defendant.

7. Pursuant to the Agreement, Company Defendant agreed to have one bank account approved by Plaintiff from which Company Defendant authorized Plaintiff to make daily ACH withdrawals until the \$97,500.00 was fully paid to Plaintiff.
8. Plaintiff remitted the purchase price for the future receivables to Company Defendant as agreed.
9. Initially, Company Defendant met its obligation under the Agreement, however, on or about December 23, 2021, Company Defendant breached the Agreement by failing to perform its obligations under the terms of the Agreement, by blocking and depriving Plaintiff of its daily ACH withdrawals from the specified bank account all while still conducting regular business operations. Company Defendant has paid a total of \$58,626.00 to Plaintiff leaving a balance due and owing the amount of \$38,874.00.
10. In addition, pursuant to Section 44 of the Agreement, Company Defendant incurred additional fees in the amount of \$9,718.50 (which, upon the occurrence of an event of default, is calculated as twenty-five percent (25%) of the amount claimed/remaining balance of the purchased amount of future receivables to be applied to the balance owed to Plaintiff) for Company Defendant's failure to direct the agreed upon payment(s) to Plaintiff and for Company Defendant changing its bank account from the specified bank account.
11. Despite due demand, Company Defendant has failed to pay the amounts due and owing by Company Defendant to Plaintiff under the Agreement.
12. Additionally, Defendant Guarantor are responsible for all amounts incurred as a result of any default of the Company Defendant.
13. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$48,592.50 plus interest from December 23, 2021, costs, disbursements and attorney's fees.

FOR A FIRST CAUSE OF ACTION: BREACH OF CONTRACT

14. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 13 of this complaint as though fully set forth at length herein.
15. Plaintiff gave fair consideration to Company Defendant which was tendered for the right to receive the aforementioned receivables. Accordingly, Plaintiff fully performed under the Agreement.
16. Upon information and belief, Company Defendant is still conducting regular business operations and still collecting receivables.
17. Company Defendant has materially breached the Agreement by failing to divert the specified payment amount to Plaintiff as required under the Agreement.
18. Upon information and belief, Company Defendant has also materially breached the Agreement by using more than one depositing bank account which has not been approved by Plaintiff.

19. By reason of the foregoing, Plaintiff has suffered damages and is entitled to judgment against Company Defendant based on Company Defendant's breach of contract in the amount of \$48,592.50, plus interest from December 23, 2021, costs, disbursements and attorney's fees.

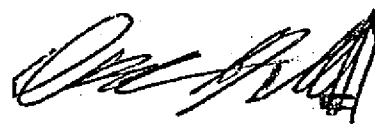
FOR A SECOND CAUSE OF ACTION: PERSONAL GUARANTEE

20. Plaintiff repeats and re-alleges each and every allegation contained in paragraph 1 through 19 of this complaint as though fully set forth at length herein.
21. Pursuant to the Agreement, Defendant Guarantor personally guaranteed that Company Defendant would perform its obligations thereunder and that he or she would be personally liable for any loss suffered by Plaintiff as a result of certain breaches by Company Defendant.
22. Company Defendant has breached the Agreement by failing to pay its obligations to Plaintiff.
23. By reason of the foregoing, Plaintiff is entitled to judgment against Defendant Guarantor based on his or her personal guarantee in the sum of \$48,592.50, plus interest from December 23, 2021, costs, disbursements and attorney's fees.

WHEREFORE, Plaintiff FIJI FUNDING requests judgment against Defendants STREAMLINE SYSTEM DESIGNS INC and BRIAN THOMAS ARMSTRONG as follows:

- (a) on the first cause of action of the complaint, Plaintiff, FIJI FUNDING requests judgment against Company Defendant in the sum of \$48,592.50, plus interest from December 23, 2021, costs and attorney's fees;
- (b) on the second cause of action of the complaint, Plaintiff FIJI FUNDING requests judgment against Defendant Guarantor in the amount of \$48,592.50, plus interest from December 23, 2021, costs and attorney's fees;
- (c) for such other further relief as this Court deems just and proper.

Dated: Suffern, New York
August 4, 2022



Isaac H. Greenfield, Esq.
Law Offices of Isaac H. Greenfield PLLC
Attorney for Plaintiff
2 Executive Blvd., Ste. 305
Suffern, NY 10901
Phone: (718) 564-6268
Fax: (516) 387-1117

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

-----X
FIJI FUNDING,

INDEX NO.:

Index # E2022-1474

PLAINTIFF,

-AGAINST-

STREAMLINE SYSTEM DESIGNS INC
and BRIAN THOMAS ARMSTRONG,

DEFENDANT(S).
-----X

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: Suffern, New York
August 4, 2022



Isaac H. Greenfield, Esq.
Law Offices of Isaac H. Greenfield, PLLC
Attorney for Plaintiff
2 Executive Blvd., Ste. 305
Suffern, NY 10901
Phone: (718) 564-6268
Fax: (516) 387-1117

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

FIJI FUNDING,

Index No.: E2022-1474

PLAINTIFF,

-AGAINST-

AFFIRMATION OF SERVICE

STREAMLINE SYSTEM DESIGNS INC
and BRIAN THOMAS ARMSTRONG,

DEFENDANT(S),

State of New York :
: ss:
County of Rockland :

ISAAC H. GREENFIELD, ESQ., an attorney duly admitted to practice law in the Courts of the State of New York, hereby affirms the following to be true:

I am the attorney for Plaintiff, am over the age of 18 years, am not a party to this action, and am a resident of the State of New York. On August 5, 2022, I served the within Summons and Complaint by delivering to Defendants via Priority Mail, pursuant to Section 49 of the Standard Merchant Cash Advance Agreement entered into between the Parties, a copy of the Summons and Verified Complaint, to the address(es) below (the priority mailing labels are annexed hereto for the Court's reference).

Dated: Suffern, New York
August 5, 2022




Isaac H. Greenfield, Esq.
2 Executive Blvd., Ste. 305
Suffern, NY 10901
PHONE: 718 564-6268
FAX: 516-387-1117

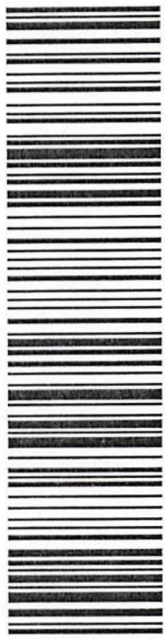
To:

STREAMLINE SYSTEM DESIGNS INC
4514 RUNWAY DR , LANCASTER , CA 93536
Tracking No.: 9405 5111 0803 3528 9073 73

BRIAN THOMAS ARMSTRONG
21200 PEGASUS ST, TEHACHAPI, CA 93561
Tracking No.: 9405 5111 0803 3528 9013 64
43375 BRANDON THOMAS WAY, LANCASTER, CA 93536
Tracking No.: 9405 5111 0803 3520 0335 99

Covered by and/or for use with U.S. Patents 6,858,406; 7,216,110; 7,238,956; 7,238,970; 7,458,612; 7,490,055; 7,567,940; 7,819,639; 7,743,043; 7,852,094; 8,027,926; 8,027,927; 8,027,935; 8,041,644; 8,046,523; 8,103,647; 8,105,578; 8,240,579; 8,301,572; 8,382,391; 8,499,943; 8,626,673; 8,766,857; and 8,843,464

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Law Offices of Isaac H. Greenfield, PLLC 2 Executive Blvd., Suite 305 Suffern NY 10901-8219			
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USPS TRACKING #			
			
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USPS TRACKING # 9405 5111 0803 3520 0335 99			

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Index No. Year RJI No. Hon.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

FIJI FUNDING,

Plaintiff,

-against-

STREAMLINE SYSTEM DESIGNS INC
and BRIAN THOMAS ARMSTRONG,

Defendants.

AFFIRMATION OF SERVICE

ISAAC H. GREENFIELD, ESQ.
Attorney for Plaintiff
Office and Post Office Address, Telephone
2 Executive Blvd., Ste. 305
Suffern, NY 10901
PHONE: 718-564-6268
FAX: 516-387-1117

Service of a copy of the within is hereby admitted.

Dated,

Attorney(s) for

Please take notice

☐ Notice of Entry

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within name court on

☐ Notice of settlement

that an order of which the within is a true copy will be presented for
settlement to the HON. one of the judges

of the within named court, at on at

Dated,

Yours, etc.

Attorney(s) for